

1 **5 Pages**

2 Mariam S. Marshall, Esq. (Bar No. 157242)  
3 Zunilda Ramos, Esq. (Bar No. 161114)  
4 MARSHALL & RAMOS, LLP  
5 ATTORNEYS AT LAW  
6 The Westlake Building  
7 350 Frank H. Ogawa Plaza, Suite 600  
8 Oakland, California 94612  
9 Telephone: (510) 835-8359  
10 Facsimile: (510) 835-8259  
11 mmarshall@marshallramoslaw.com

12 Attorneys for Trustee,  
13 PREM N. DHAWAN

14 UNITED STATES BANKRUPTCY COURT  
15 EASTERN DISTRICT OF CALIFORNIA

16 In re:

17 MICHAEL TRAHAN DESIGN, INC.,

18 Debtor.

19 Case No. 09-43334  
20 Chapter 7  
21 DCN MAR-002

22 Date: April 12, 2010  
23 Time: 9:00 am  
24 Place: U.S. Bankruptcy Court  
25 501 "I" Street, Courtroom 28  
26 Department A, 7<sup>th</sup> Floor  
27 Sacramento, CA 95814  
28 Judge: Hon. Michael S. McManus

16 **TRUSTEE'S MOTION FOR SALE OF**  
17 **PERSONAL PROPERTY OF THE ESTATE**

18 Prem Dhawan, the duly appointed and acting Chapter 7 trustee for the bankruptcy  
19 estate of Michael Trahan Design, Inc., (the "Trustee") will move this Court for an Order  
20 authorizing the Trustee to sell the estate's right, title and interest in the assets of the  
21 Debtor, which assets include, but are not limited to receivables, office equipment (a list of  
22 the office equipment is attached hereto as Exhibit A), inventory, telephone number(s), and  
23 customer list (the "Personal Property"). The Trustee proposes to sell the Personal Property  
24 "as is" "where is" without warranties and representations, to the former shareholders of the  
25 Debtor, Michael Trahan and Martha Trahan (collectively, the "Buyers"), for the net sum of  
26 \$7,500, subject to overbids and bankruptcy court approval. It is the understanding of the  
27 Trustee that the Personal Property is free and clear of liens and encumbrances.

28 In support of his Motion, the Trustee represents as follows:

1           1.     That Michael Trahan Design, Inc. ("Debtor") filed a Chapter 7 bankruptcy  
2 case on October 27, 2009, and Movant is the duly appointed and acting trustee of the  
3 Debtor's estate.

4           2.     The Trustee has negotiated an agreement to sell the Personal Property to  
5 the Buyers for the net sum of \$7,500 ("Purchase Price"), subject to overbids and  
6 bankruptcy court approval. Pursuant to the terms of sale the Buyers shall pay the  
7 Purchase Price in installments as follows: (1) first two installments totaling \$2,000 on or  
8 February, 2010; (2) five equal installments of \$1,000 per month commencing on March  
9 15, 2010; and (3) the final payment of \$500 shall be made no later than August 15, 2010.  
10 The Buyers have the option to payoff the Purchase Price prior to August 15, 2010.

11          3.     The terms of sale are as follows:

12           A.     The sale of the Personal Property by the Bankruptcy Estate to the  
13 Buyers is subject to overbids and approval by the Bankruptcy Court;

14           B.     The Buyers represent that they have full and complete knowledge and  
15 understanding of the Personal Property as Buyer, Michael Trahan,  
16 operated the Debtor from its inception to the date of commencement  
17 of the case. Neither Trustee, nor the Bankruptcy Estate, make any  
18 representations and/or warranties with respect to the Personal  
19 Property;

20           C.     All Purchase Price payments shall be made with certified funds;

21           D.     In the event that the bankruptcy court fails to approve the sale of the  
22 Personal Property to the Buyers, then all payments by the Buyers  
23 shall be refunded to the Buyers;

24           E.     Following bankruptcy court approval of the sale of the Personal  
25 Property to the Buyers, should the Buyers default and fail to pay any  
26 portion of the Purchase Price, the portion of the Purchase Price paid  
27 up to the date of default shall be forfeited to the Bankruptcy Estate;

28          4.     The Buyers have made two Purchase Price installment payments totaling

1 \$2,000.

2 5. The Trustee believes that it is in the best interests of the estate to sell the  
3 Personal Property to the Buyers for the net sum of \$7,500. It is the Trustee's business  
4 judgment that \$7,500 is a reasonable sale price for the Personal Property in light of the fact  
5 that: (a) the collectibility of the existing accounts receivables by the bankruptcy estate or  
6 a third party employed by the estate is low, will be time consuming, and extremely  
7 expensive; and (b) the equipment is depreciating in value.

8 6. The Trustee respectfully requests that the Court only approve overbids  
9 presented at the hearing that meet the following criteria:

10 (a) Overbidding shall start at \$8,000 for the Personal Property. Any  
11 overbids after the initial \$8,000 overbid, shall be in increments of \$500.00.

12 (b) To qualify as a bidder, the bidder must deliver to the Trustee's  
13 counsel's office, located at 350 Frank Ogawa Plaza, Suite 600, Oakland, California, a  
14 cashier's check or certified check for \$8,000, by no later than end of business on April 7,  
15 2010. The cashier's check or certified check shall serve as a non-refundable deposit if the  
16 overbid is successful. In the event that any bidder is not the successful overbidder, the  
17 Trustee shall refund that bidder's deposit to the bidder.

18 (c) The balance of the overbid price shall be remitted to the Trustee's  
19 counsel's office on or before end of business on April 13, 2010.

20 7. The Trustee seeks authority to execute any and all additional conveyances,  
21 assignments, schedules or other documents as may be necessary to consummate this  
22 sale. Further, if the Buyers are not the successful bidder, the Trustee requests  
23 authorization to refund the Buyers' deposit in its entirety.

24 8. The Trustee further seeks waiver of the ten day waiting period imposed by  
25 FRBP 6004(h).

26 **WHEREFORE**, the Trustee respectfully requests that he be authorized to sell to the  
27 Buyers, the estate's right, title and interest in the Personal Property for the net sum of  
28 \$7,500 pursuant to the provisions of 11 U.S.C. Section 363(b), and authority to execute

1 any and all additional conveyances, assignments, schedules or other documents as may  
2 be necessary to consummate this sale. Further, if the Buyers are not the successful  
3 bidder, the Trustee requests authorization to refund the Buyers' initial good faith deposit  
4 of \$2,000. Finally, the Trustee further seeks waiver of the ten day waiting period imposed  
5 by FRBP 6004(h).

6  
7 Dated: March 10, 2010

MARSHALL & RAMOS LLP

8  
9 /s/ Mariam S. Marshall  
10 MARIAM S. MARSHALL  
11 Attorneys for Trustee  
12 PREM N. DHAWAN  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am the duly appointed and acting Chapter 7 trustee of Michael Trahan Design, Inc., case number 09-43334.

3. It is my business judgment that it is in the best interests of the estate to sell the estate's right, title and interest in the assets of the Debtor, which assets include, but are not limited to receivables, office equipment, inventory, telephone number(s), and customer list ("Personal Property"). The proposed purchase price is the highest and best price obtainable for the Personal Property. The sale of the Personal Property on the terms set forth above will allow for the orderly liquidation of estate property.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on March 10, 2010, in Benicia, California.

/s/ Prem Dhawan  
PREM DHAWAN, Trustee